



AUTHORIZATION TO VENDOR

AUTHORIZATION PERIOD

Begin: July 1, 2014

End: June 30, 2015

STATE INFORMATION

State Agency: Department of Mental Health and Substance Abuse Services

Program: Alcohol and Drug Addiction Treatment-Indigent Supervised Probation Offenders Treatment (ADAT-SPOT)

State Contact: Ellen Abbott; Director, Office of Criminal Justice Services; Division of Substance Abuse Services

Delegation # See Edison Record #

Edison Record # 00000000000000000041092

Edison PO #

CFDA #

Account Code:

Speed Code:

VENDOR INFORMATION

Vendor: Rutherford County DUI-Drug Court

Address: PO Box 1316, Murfreesboro, TN 37133-1316

Phone: 615-217-7124

FEIN/SSN: 62-0000818

Edison Vendor #

0000000041

Ownership/Control:

- ☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female
☐ Person w/Disability ☐ Small Business ☐ Government ☐ NOT Minority/Disadvantaged
☐ Other:

AUTHORIZATION DETAIL

Service Authorized	Units Authorized	Unit Cost	Amount Authorized
See Exhibit 1	See Exhibit 1	See Exhibit 1	\$20,000.00
TOTAL AMOUNT AUTHORIZED :			\$20,000.00

*****NOTICE: AUTHORIZATION TO VENDOR TERMS AND CONDITIONS ATTACHED*****

AUTHORIZATION & ACCEPTANCE

State Authorization: (signature with printed name and title)

Vendor Acceptance: (signature with printed name and title)

Rodney Bragg
Assistant Commissioner,
Division of Substance Abuse Services

7/1/14

7/1/14

1. The Vendor agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the authorized service or in the employment practices of the Vendor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
2. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A TENNESSEE GOVERNMENTAL ENTITY] The Vendor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Vendor in connection with any work contemplated or performed relative to this Authorization.
3. The Vendor understands and agrees that this Authorization shall be null and void if the Vendor is, or within the past six months has been, a state employee or if the Vendor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, a state employee. For purposes of this provision, an individual shall be deemed a state employee until such time as all compensation for salary, termination pay, and annual leave has been paid.
4. The State may terminate this purchase without cause for any reason, and such termination shall not be deemed a breach of contract by the State.
5. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY] The Vendor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Vendor, its employees, or any person acting for or on its or their behalf relating to this purchase. The Vendor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this purchase or otherwise enforce the obligations of the Vendor to the State.
6. The requirements of *Tennessee Code Annotated* Sections 12-4-124 *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material provision of this Authorization, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Authorization.
 - a. The Vendor hereby attests, certifies, warrants, and assures that the Vendor shall not knowingly utilize the services of an illegal immigrant in the performance of this Authorization and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Authorization.
 - b. The Vendor shall maintain records for all personnel used in the performance of this Authorization. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - c. The Vendor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* Sections 12-4-124 *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a vendor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a vendor is discovered to have knowingly used the services of illegal immigrants during the performance of this Authorization.
 - d. For purposes of this Authorization, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Authorization.
7. Activities and records pursuant to this Authorization shall be subject to monitoring and evaluation by the State or duly appointed representatives.
8. The State is not responsible for the payment of services rendered without specific, written authorization.
9. The Vendor must submit an invoice in form and substance acceptable to the State to effect payment.
10. The Vendor expressly agrees to waive any and all payment for services rendered pursuant to this Authorization if the Vendor fails to deliver to the State the invoice for said services as required and within three hundred and sixty-five (365) days immediately following the end date of this Authorization.
11. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Vendor by the State or acquired by the Vendor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Vendor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Vendor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Vendor of this Vendor Relationship; previously possessed by the Vendor without written obligations to the State to protect it; acquired by the Vendor without written restrictions against disclosure from a third party which, to the Vendor's knowledge, is free to disclose the information; independently developed by the Vendor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Vendor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Vendor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Vendor Relationship.

12. The State and Vendor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1966 (HIPAA) and its accompanying regulations.
 - a. The Vendor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Vendor Relationship.
 - b. The Vendor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Vendor Relationship so that both parties will be in compliance with HIPAA.
 - c. The State and the Vendor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Vendor in compliance with HIPAA. This provision shall not apply if information received by the State under this Vendor Relationship is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
13. The State and the Vendor shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.
 - a. The Vendor warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Vendor Relationship.
 - b. The Vendor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Vendor Relationship so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
 - c. The State and the Vendor will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Vendor in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Vendor Relationship is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.
14. If the Vendor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Vendor Relationship involves the provision of services to citizens by the Vendor on behalf of the State, the Vendor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Vendor shall display in a prominent place, located near the passageway through which the public enters in order to receive Vendor Relationship supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
 NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
15. The Vendor and its employees shall be licensed as an Alcohol and Drug Treatment Facility at the appropriate level of care for the services being provided pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
16. This Vendor Relationship shall be governed by and construed in accordance with the laws of the State of Tennessee. The Vendor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Vendor Relationship. The Vendor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

17. The Vendor shall issue vouchers for services listed in the AUTHORIZATION DETAIL section of this Authorization only to those who meet eligibility criteria of the ADAT-DUI program and shall provide authorized services for approved program participants who have no other financial means of obtaining the services available through this program and are not enrolled in Tennessee's Medicaid program, TennCare; or do not have any other third party health benefits payor source, pursuant to the description of services prescribed by the State and be reimbursed for those services according to the AUTHORIZATION DETAIL section of this Authorization to Vendor form. All services must be appropriately documented at the time the service is provided. Data concerning service encounters and services rendered is then entered into the State's data system to effect payment for services that have already been provided. The State shall not be responsible for the payment of services which have not been documented. If there are any discrepancies found between services billed for and services documented, the State reserves the right to withhold future payments and pursue any remedies permitted it by State or Federal law until the matter is resolved.
18. Pursuant to Tennessee Code Annotated §33-10-103, all individuals who receive alcohol or drug abuse services should be required to pay the reasonable cost of counseling, assistance, treatment or rehabilitation furnished to them. However, no one should be refused assistance by programs or facilities funded in whole or in part by the State because of inability to pay for such services. "Reasonable Cost" is set by the Vendor based on one hundred thirty-three percent (133%) of the United States Department of Health and Human Services Federal Poverty Guidelines and represents the difference between the State's reimbursement rate and the Vendor's established rate.
19. If at the time of evaluation and monitoring a Vendor is found to be non-compliant with any policy or procedure as prescribed by the State, the Vendor will create and implement a Corrective Action Plan approved by the State and a follow-up visit will take place to assure resolution and compliance with the program.
20. The Vendor will utilize the designated assessment instrument chosen by the program and the American Society of Addiction Medicine, Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition, Revised (ASM PPC-2R) standards and forms for conducting clinical assessments and for reviewing and documenting the program participant's placement in particular levels of care for treatment services.
21. The Vendor shall participate in program trainings and meetings as prescribed by the State; offer program participants a genuine, free, and independent choice as to service provider; and develop a strengths-based case management model for use with all program participants.
22. The Vendor acknowledges that it is subject to, and must comply with, all program requirements; State and Federal law, rules, and regulations of the program; all policies and procedures of the program; as these currently read and any future amendments or revisions that may become necessary during the term of this Vendor Relationship.
23. Payment is subject to the appropriation and availability of State and/or Federal funds.
24. The Vendor shall be structured and organizationally linked to a governing body as prescribed by the State.
25. The Vendor shall maintain a list of Board of Directors and copies of board meeting minutes indicating the board meets on a regular basis to conduct business.
26. The Vendor shall be appropriately staffed to provide the services described herein and submit to the State, in writing, a description of position titles for direct care staffing positions, including qualifications, licenses, and other such credentials. Proof of all credentials and licenses shall be submitted upon request of the State.
27. The Vendor shall show documentation that Co-occurring Disorders Capable (CODC) and Co-occurring Disorders Enhanced (CODE) treatment personnel and program volunteers have received annual Co-occurring Disorders (COD) training.
28. The Vendor shall show documentation that all treatment program personnel and volunteers have received annual tuberculosis (TB) Screening and a TB skin test.
29. In accordance with Item 1. of this Authorization; Rules of the Tennessee Human Rights Commission (1500-01-03); Tennessee Code Annotated (TCA) §§ 4-21-203 and 4-21-901; Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq. and its accompanying regulations); and the Civil Rights Restoration Act of 1987, the Vendor shall comply with Title VI (also referred to as Nondiscrimination) and show compliance by all of the following:
 - a. Annually provide the State with the name and contact information of the Vendor's Title VI Coordinator.
 - b. Ensure that the Vendor's Policies and Procedures Manual contains a section on Title VI that includes information on the following:

- (1) Filing a complaint;
 - (2) Investigations;
 - (3) Report of findings;
 - (4) Hearings and Appeal Process;
 - (5) Description of the Title VI Training Program; and
 - (6) A Limited English Proficiency (LEP) procedure.
- c. Ensure that all staff (regular, contract, volunteer) are trained on Title VI upon employment and annually thereafter. Documentation on all training must be maintained and made available to the State upon request. Documentation shall include the following: 1) dates and duration of each training event; and 2) list of staff that completed the training on each date.
 - d. Annually complete and submit to the State a Title VI self-survey. The self-survey shall be supplied to the Vendor by the State along with information on completion, submission, and what to do in the event another department of the State of Tennessee is also requiring the completion and submission of a Title VI self-survey.
- 30. The Vendor shall provide Co-Occurring Disorders Capable (CODC) or Co-Occurring Disorders Enhanced (CODE) programs as determined by the Dual Diagnosis Capability in Addiction Treatment (DDCAT) Index. The Vendor shall identify, in writing, the therapeutic modalities and interventions to be used including those for addressing CODC and/or CODE programs, family involvement in treatment and the spiritual dynamics of addiction and recovery.
 - 31. A Dual Diagnosis Capability in Addiction Treatment (DDCAT) or a Dual Diagnosis Capability in Mental Health Treatment (DDCMHT) Index must be conducted by program staff and facilitated by the agency's clinical director for program review, comparison and enhancement at least annually and kept on agency file.
 - 32. The Vendor shall use Hazelden's Co-Occurring Disorders Program curriculum or other State-approved evidence-based curriculum for the treatment of COD, for service recipients served under this program. For other treatment, the Grantee shall identify, in writing, which evidence-based and best practice treatment programs are currently being implemented or are to be implemented as treatment modalities. If the Grantee does not use a program listed in the Substance Abuse and Mental Health Services Administration's (SAMHSA's) National Registry for Evidence-Based Programs and Practices (NREPP), documentation must be included to show that the program has been named an evidence-based or best practice model.
 - 33. The Vendor shall develop, implement, and maintain written organized policies and procedures; and create and maintain a written Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and include policies and procedures on, but not limited to, the following:
 - a. Addressing Infection Control procedures by the Centers for Disease Control (CDC) by referring to the CDC's guidelines available at their website;
 - b. Assuring priority preference for admission and, if necessary, placement on the waiting list to treatment programs following the admission. Priority preference is as follows: First Priority: Pregnant injecting drug abuser; Second Priority: Pregnant substance abuser; Third Priority: Injecting drug user; Fourth Priority: Medically Monitored Crisis Detoxification admissions; Fifth Priority: Probation and Parole; Sixth Priority: All others;
 - c. Quality improvement and program evaluation;
 - d. Title VI compliance as further described in Item 29.;
 - e. How a service recipient reports suspected fraud, waste, and abuse or files a grievance related to fraud, waste and abuse as further described in Item 14.;
 - f. Conducting a screening and/or assessment for trauma and ensuring that treatment meets the needs of those identified as having experienced trauma.
 - 34. The Vendor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Vendor Relationship been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Vendor Relationship had one or more public transactions (federal, state, or local) terminated for cause or default.

The Vendor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- 35. [THIS SECTION SHALL ONLY BE APPLICABLE IF THIS AUTHORIZATION IS FUNDED IN WHOLE OR IN PART BY A FEDERAL GRANT OR CONTRACT OF \$25,000.00 OR MORE AND THIS AUTHORIZATION PROVIDES FOR THE EXPENDITURE OF \$25,000.00 OR MORE IN FEDERAL FUNDS] Federal Funding Accountability and Transparency Act (FFATA). This Authorization requires the Vendor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Vendor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Vendor provides information to the State as required.

The Vendor shall comply with the following:

- a. Reporting of Total Compensation of the Vendor's Executives.
 - (1) The Vendor shall report the names and total compensation of each of its five (5) most highly compensated executives for the Vendor's preceding completed fiscal year, if in the Vendor's preceding fiscal year it received:
 - i. 80 percent (80%) or more of the Vendor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Vendor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Vendor must report executive total compensation described above to the State by the end of the month during which a Federal Grant is awarded.
- c. If the Federal Grant is amended to extend its term, the Vendor must submit an executive total compensation report to the State by the end of the month in which the amendment to the Federal Grant becomes effective.
- d. The Vendor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of the Federal Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Vendor's failure to comply with the above requirements is a material breach of the Federal Grant and this Authorization for which the State may terminate this Authorization for cause. The State will not be obligated to pay any outstanding invoice received from the Vendor unless and until the Vendor is in full compliance with the above requirements.

36. The Vendor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

37. The parties hereto, in the performance of this Vendor Relationship, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Vendor Relationship shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Vendor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Vendor Relationship.

38. Any payments made under this Vendor Relationship are subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Vendor Relationship, which shall not be deemed a breach. Should such an event occur, the Vendor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. The Vendor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

39. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Vendor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Vendor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Vendor Relationship.

40. The Vendor agrees that it shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 of the United States Code (41 USC) §§ 701 et seq., and the regulations in Title 45 of the Code of Federal Regulations (45 CFR) Part 82.

41. The Vendor assures that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Vendor's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Vendor Relationship.

42. The Vendor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Vendor's temporary use under this Vendor Relationship. Upon termination of this Vendor Relationship, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Vendor shall be responsible to the State for the residual value of the property at the time of loss.

43. [THIS SECTION SHALL ONLY BE APPLICABLE IF THE SERVICES BEING PROVIDED UNDER THIS AUTHORIZATION ARE APPROPRIATE FOR INCLUSION IN THE STATE SERVICES DIRECTORY LOCATED AT WWW.KIDCENTRALTN.COM] If the services being provided under this Authorization are appropriate for inclusion in the state services directory located at www.kidcentraltn.com, the Vendor shall meet and comply with the following requirements:
- a. "Gatekeeper", for purposes of this Authorization if the service(s) being provided under this Authorization are appropriate for inclusion in the state services directory located at www.kidcentraltn.com, is the person designated by the State to do the following tasks: 1) provide instructions for which services should be included in the state services directory located at www.kidcentraltn.com; 2) invite the Vendor to create program profile(s) in the designated state services directory at www.kidcentraltn.com; 3) review, approve, and publish the program profile(s) created by the Vendor; and 4) monitor update activity related to the program profile(s) created by the Vendor.
 - b. Program Profile(s) at, and linking to, www.kidcentraltn.com. The Vendor shall, under the guidance of the Gatekeeper, defined herein, create and maintain agency program profile(s) in the designated state services directory located at www.kidcentraltn.com. The Vendor may have more than one service which is appropriate for the state services directory located at www.kidcentraltn.com. The Gatekeeper, defined herein, will provide instructions for which services should be included in the state services directory located at www.kidcentraltn.com. Further, the Vendor shall update the agency program profile(s) in the designated state services directory at www.kidcentraltn.com at least every six (6) months and shall, in the event of any change in information, update the agency program profile(s) within ten (10) business days of any change. The Gatekeeper, defined herein, shall monitor the agency program profile(s) for update activity. If the Vendor has a website, Vendor's website must link to the www.kidcentraltn.com website from an appropriate section of Vendor's website. If the Vendor would like to link to specific features of the www.kidcentraltn.com website such as the My Profile, Mobile App, Facebook, or State Services Directory features, the State will provide specific copy, links, and images for those features.
 - c. Use of the kidcentral tn logo and brand. If the Vendor develops print or electronic materials, on behalf of the State or using State funds, intended for general distribution to parents, families, children, or professionals working directly with children or families, the Vendor must place the kidcentral tn logo on those materials. Examples of covered materials include brochures, flyers, posters, and promotional postcards or mallers. The State shall provide the kidcentral tn logo. The State may instruct the Vendor to apply the full kidcentral tn brand to certain materials, using designed templates provided by the State. The kidcentral tn logo requirement does not apply to materials that have already been printed or designed, nor does it apply to materials that originate from the federal government, national organizations, or other groups where the Vendor serves as a pass-through of those materials. Further, the kidcentral tn logo and brand should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.
44. The services and reimbursement rates discussed in Item 17 of this Authorization are described in the attached Exhibit 1 as noted in the AUTHORIZATION DETAIL section of Page 1 of this Authorization. In Exhibit 1, the Vendor shall mark an "X" for services being provided by Vendor. Absence of an "X" shall mean that the Vendor is not providing that particular service.

[Remainder of Page Intentionally Blank -- EXHIBIT 1 follows]



AUTHORIZATION TO VENDOR- EXHIBIT 1

FY 2015

In accordance with the terms of item 44. of the State of Tennessee's Authorization to Vendor form, this Exhibit 1 shall serve as the description of services and maximum rates.

Alcohol and Drug Addiction Treatment - Indigent Supervised Probation Offenders Treatment
(ADAT-SPOT)

Authorized Service and Maximum Rate Schedule

State Fiscal Year 2015

Effective July 1, 2014 - June 30, 2015

X = Service is being provided by this Vendor; absence of an X means the service is not being provided by this Vendor.

	Service	Maximum Rate
X	Assessment. This is a clinical assessment to determine appropriate treatment services for eligible ADAT-DUI program consumers. At the minimum this must include an Addiction Severity Index (ASI) to determine problem severity. <u>American Society of Addiction Medicine Patient Placement Criteria, Second Edition, Revised</u> (ASAM PPC-2R) criteria must be used if the ASI indicates the need for clinical treatment. Staff must be Qualified Alcohol and Drug Abuse (A&D) personnel as defined by state licensure (staff in licensed A&D treatment facilities are qualified based on facility license) and must have completed training by a qualified trainer in the use of ASI and ASAM.	\$50 per assessment
X	Adult Outpatient Services / <u>Group</u> / American Society of Addiction Medicine (ASAM) Level 1 which provide a wide range of nonresidential services for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis which allow the persons receiving the services to function as they go about their daily lives in the community. Services include individual therapy, group therapy, family therapy or any combination of such counseling services that are usually scheduled on a periodic basis. Group size must be a minimum of six (6) clients and no more than twelve (12) clients for a valid group session unless otherwise approved in writing by the State. Only one (1) outpatient service per day per client is valid. A valid group session must be a minimum of ninety (90) minutes, excluding administrative time.	\$25 per person per ninety (90) minute session
X	Adult Outpatient Services / <u>Individual</u> / ASAM Level 1 which provide a wide range of nonresidential services for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis which allow the persons receiving the services to function as they go about their daily lives in the community. Services include individual therapy, group therapy, family therapy or any combination of such counseling services that are usually scheduled on a periodic basis. Only one (1) outpatient service per day per consumer is valid. A valid individual session must be a minimum of fifty (50) minutes, excluding administrative time.	\$50 per fifty (50) minute session

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AUTHORIZATION TO VENDOR- EXHIBIT 1

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	Service	Maximum Rate
X	<p>Adult Intensive Outpatient Services / ASAM Level II.1 which provide a structured nonresidential treatment program for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis consisting of multiple face-to-face therapeutic contacts per week. Services include individual therapy, group therapy, family therapy or any combination of such counseling services. This program provides between nine (9) and nineteen (19) hours per week of clinically intensive programming based on consumer needs; must meet a minimum of three (3) days per week with "per day" defined as three (3) hours of treatment services, with a maximum weekly billing of six (6) days. Group size must be a minimum of six (6) consumers and no more than twelve (12) consumers for a valid group session unless otherwise approved in writing by the State. A valid unit of service must be a minimum of three (3) hours per day. This service provides an alternative to residential treatment for persons with substance abuse related disorders who cannot be treated exclusively in an outpatient setting. An intensive outpatient service is operated to provide the consumer with an intensive and ongoing treatment program designed to assist the consumer to modify problem behavior and to acquire the skills necessary to live as independently as possible and/or minimize his/her deterioration in the community. Services must meet ASAM-PPC-2R patient placement criteria and may only be provided by Tennessee licensed treatment providers.</p>	<p>\$55 per day</p>
	<p>Adult Intensive Outpatient Services / ASAM Level II.1 with Supportive Housing Component - a structured supportive housing component that is required to support the consumer during his or her treatment and <u>must</u> be provided in conjunction with Adult Intensive Outpatient Services (ASAM Level II.1). The housing must be community-based, safe, and drug and alcohol free. This service must be governed or staffed to assure a safe and drug free environment. All local housing codes must be met, TDMHSAS licensure rules (if applicable) must be met, and adequate liability insurance is required. The staff providing the supportive housing service must be trained and qualified according to the agency's governing body. The Adult Intensive Outpatient Services / ASAM Level II.1 nonresidential treatment program that <u>must</u> be provided in conjunction with the supportive housing is described above.</p>	<p>\$75.00 per day maximum on days when IOP services are provided (\$55 for IOP + \$20 for Supportive Housing)</p> <p>\$20.00 per day maximum for Supportive Housing on days when there are no IOP services provided</p> <p>Maximum of forty-five (45) days of service at this level of care</p>

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AUTHORIZATION TO VENDOR- EXHIBIT 1

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	Service	Maximum Rate
	<p>Adult Clinically-Managed Low-Intensity Residential Rehabilitation Services (Halfway House) / ASAM Level III.1 which provide a structured residential treatment program for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis. Services include provision of individual counseling, group counseling, family counseling, alcohol and drug abuse education, or any combination of such services. Activities include a minimum of one (1) counseling contact and one (1) educational lecture or seminar per week. Narcotics Anonymous and Alcoholics Anonymous groups are not considered as lectures or seminars.</p>	<p>\$50.00 per day for a maximum of sixty (60) days; Residential Rehabilitation-Low/Halfway House services (ASAM Level III.1) <u>direct admissions</u> <u>must</u> have prior approval from TDMHSAS Office of Criminal Justice Services before an eligible individual may be admitted to this level of care</p>
	<p>Adult Clinically-Managed Medium-Intensity Residential Rehabilitation Services / ASAM Level III.3 which provide a structured residential treatment program treating individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis who need less-intense, slower-paced, and longer term treatment. Services include provision of individual therapy, group therapy, family therapy or any combination of such counseling services and are designed to restore the severely dysfunctional alcohol and/or drug dependent person to levels of functioning appropriate to that individual. Services may be provided in a hospital or a residential setting and are not appropriate for persons experiencing withdrawal symptoms. An essential aspect of residential rehabilitation is the ongoing structured use of therapy to achieve the goal of rehabilitation. Therapy includes a minimum of five (5) counseling contacts per week and a minimum of five (5) lectures or seminars per week. Narcotics Anonymous and Alcoholics Anonymous groups are <u>not</u> considered as lectures or seminars. Clinical judgment determines which level of care is needed and how and when an individual moves from one level to another based on ASI, ASAM, the treatment plan, and progress of the individual in treatment. Enrollment in services at this level (ASAM III.3) <u>must</u> be pre-certified by TDMHSAS with supporting clinical documentation showing the need for this level (ASAM III.3).</p>	<p>\$110 per day; Residential Rehabilitation-Medium Intensity services (ASAM level III.3) <u>must</u> have prior approval from TDMHSAS Office of Criminal Justice Services before an eligible individual may be admitted to this level of care <u>and</u> not to exceed fourteen (14) days without approval from TDMHSAS Office of Criminal Justice Services</p>

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Service	Maximum Rate
Adult Clinically-Managed High-Intensity Residential Rehabilitation Services / ASAM Level III.5 which provide a structured residential treatment program treating individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis who need more-intense, faster-paced, and shorter term treatment. Services include provision of individual therapy, group therapy, family therapy or any combination of such counseling services and are designed to restore the severely dysfunctional alcohol and/or drug dependent person to levels of functioning appropriate to that individual. Services may be provided in a hospital or a residential setting and are not appropriate for persons experiencing withdrawal symptoms. An essential aspect of residential rehabilitation is the ongoing structured use of therapy to achieve the goal of rehabilitation. Therapy includes a minimum of five (5) counseling contacts per week and a minimum of five (5) lectures or seminars per week. Narcotics Anonymous and Alcoholics Anonymous groups are not considered as lectures or seminars. Clinical judgment determines which level is needed and how and when an individual moves from one level to another based on ASI, ASAM, the treatment plan, and progress of the individual in treatment. Enrollment in services at this level (ASAM III.5) <u>must</u> be pre-certified by TDMHSAS with supporting clinical documentation showing the need for this level (ASAM III.5).	\$130 per day; Residential Rehabilitation-High Intensity services (ASAM level III.5) <u>must</u> have prior approval from TDMHSAS Office of Criminal Justice Services before an eligible individual may be admitted to this level of care <u>and</u> not to exceed fourteen (14) days without approval from TDMHSAS Office of Criminal Justice Services

[Remainder of Page Intentionally Blank -- ATTESTATION follows]



AUTHORIZATION TO VENDOR- EXHIBIT 1

FY2015

ATTESTATION RE PERSONNEL USED IN SERVICES PERFORMANCE

SUBJECT DELEGATED PURCHASE AUTHORITY NUMBER (<u>Edison Record #</u>):	
VENDOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number; or <u>Edison Vendor Number</u>)	

In accordance with the terms of Item 6. of the State of Tennessee's Authorization to Vendor form, the Vendor identified above, does hereby attest, certify, warrant, and assure that the Vendor shall not knowingly utilize the services of an illegal immigrant in the performance of these services and shall not knowingly utilize the services of any sub-vendor who will utilize the services of an illegal immigrant in the performance of these services.

VENDOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Vendor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Vendor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION